

## **13. GENERAL INFORMATION**

### **13.1 Share Capital**

- (i) No Shares and ICULS shall be allotted or sold on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. There is only one class of shares in the Company, namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
- (iii) Save for the 3,900,000 Shares reserved for Directors and eligible employees of VVB Group as disclosed in Section 2 of the Prospectus and the Shares to be issued pursuant to the conversion of the ICULS, no other person has been or is entitled to be given an option to subscribe for any share, stock or debenture of the Company and its subsidiaries. Further, no option for any shares, stocks or debentures of the Company or its subsidiaries has been granted to or exercised by any Director during the last financial year.
- (iv) Save as disclosed in Sections 2.1 and 2.3 of this Prospectus, no ordinary shares or debentures of the Company or its subsidiaries have been issued or is proposed to be issued as partly or fully paid-up for cash or otherwise than for cash within the two (2) years immediately preceding the date of this Prospectus.

### **13.2 Articles of Association**

The following provisions are reproduced from the Company's Articles of Association:-

#### **(i) Transfer of Shares**

The provisions in the Company's Articles of Association in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows :-

#### **Article 33 – Transfer of Listed Security**

The transfer of any Listed Security or class of Listed Security of the Company, shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Listed Security.

#### **Article 34 – No liability**

- (1) Neither the Company nor its Directors nor any of its officers shall incur any liability for any transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice of such transfer. And in every such case, the transferee, his executors, administrators or assignee, alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

**13. GENERAL INFORMATION (Cont'd)**

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- (2) The Central Depository may in its absolute discretion refuse to register any transfer that does not comply with the Central Depositories Act and the Rules.

**Article 35 – Notice of Books Closing Date**

Any notice of intention to fix a Books Closing Date and the reason therefore stating the Books Closing Date, shall be at least twelve (12) Market Days after the date of announcement to the Stock Exchange.

**Article 36 – Renunciation of allotment**

Subject to the Central Depositories Act and the Rules, nothing in these Articles shall preclude the Directors from recognizing a renunciation of the allotment of any share by the allottee in favour of some other person.

**Article 37 – Death of Member**

In the case of the death of a Member, the legal personal representative or representatives of the deceased Member shall be the only person or persons recognized by the Company as having any title to his interest in the shares but nothing in this Article shall release the estate of a deceased Member from any liability in respect of any share held by him.

**Article 38 – Share of deceased or bankrupt Member**

Subject to the Rules, any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy.

**Article 39 – Notice of election**

If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company and the Central Depository, a notice in writing signed by him stating that he so elects. If he shall elect to have another person transferred, he shall testify his election by serving a notice in writing to that effect to the Company and to the Central Depository. All the limitations, restrictions and provisions of these Articles relating to the right to transfer shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

**Article 40 – Person entitled may receive dividend etc.**

Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a Member in respect of the share.

**13. GENERAL INFORMATION (Cont'd)****Article 41 – Transmission of securities**

- (1) Where:-
- (a) the securities of the Company are listed on an Approved Market Place; and
  - (b) the Company is exempted from compliance with Section 14 of the Central Depository Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules in respect of such securities;

The Company shall upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the Approved Market Place ("Foreign Register"), to the register of holders maintained by the registrar of the Company in Malaysia ("Malaysian Register") provided that there shall be no change in the ownership of such securities.

- (2) For the avoidance of doubt, the Company which fulfils the requirements of subparagraphs 1(a) and (b) of Article 41 above shall not allow any transmission of securities from the Malaysian Register into the Foreign Register.

**(ii) Remuneration of Directors**

The provisions in the Company's Articles of Association in respect of remuneration of the Directors are as follows :-

**Article 78 - Remuneration of Directors**

The fees payable to the Directors shall from time to time be determined by the Company in general meeting, and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine, PROVIDED ALWAYS that:-

- (a) Fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
- (b) Salaries payable to Directors who do hold an executive office in the Company may not include a commission on or percentage of turnover;
- (c) Fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice convening the meeting;
- (d) Any fee paid to an Alternate Director shall be such amount as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

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**13. GENERAL INFORMATION (Cont'd)**

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**Article 80 - Expenses**

The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or general meetings, or otherwise in or about the business of the Company.

**Article 81 – Extra remuneration**

Any Director, who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise (but not commission on or percentage of turnover) as the Directors may determine. The extra remuneration payable to non-executive Directors shall not include a commission on or percentage of profits or turnover.

**Article 82 - Pensions**

- (a) The Directors may pay pensions or allowances (either revocable or irrevocable and either subject or not subject to any terms or conditions) to any full-time Director as hereinafter defined on or at any time after his retirement from his office or employment under the Company or under any associated company or on or after his death to his widow or other dependants;
- (b) The Directors shall also have power and shall be deemed always to have had power to establish and maintain and to concur with associated companies in establishing and maintaining any schemes or funds for providing pensions, sickness or compassionate allowance, life assurances or other benefits for staff (including any Director for the time being holding any executive office or any office of profit) or employees of the Company or of any such associated company and for the widows or other dependants of such persons and to make contributions out of the Company's moneys for any such schemes or funds;

**Article 86 – Remuneration of Managing Director**

A Director holding any such office as aforesaid shall receive such remuneration as the Directors may determine but shall not under any circumstances be remunerated by way of salary or commission or participation in profits of the Company or of any other company in which the Company is interested, or by any or all of those modes, or otherwise as may be thought expedient but shall not include a commission on or a percentage of turnover, and it may be made a term of such appointment or appointments that the appointees shall receive a pension, gratuity or other benefits on their retirement

**(iii) Voting and Borrowing Powers of Directors**

The provisions in the Company's Articles of Association dealing with voting powers of the Directors in the proposals, arrangements or contracts in which they are interested in and their borrowing powers exercisable by them and how such borrowing powers can be varied are as follows :-

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**13. GENERAL INFORMATION (Cont'd)**

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**Article 101 – Restrictions on voting and quorum**

Save as by the next following Article otherwise provided, a Director shall not vote in regard to any contract or arrangement or proposed contract or arrangement in which he has, directly or indirectly, an interest (and if he shall do so his vote shall not be counted) nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting, but this Article shall not apply to:-

- (a) any arrangement for giving to him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security.

By ordinary resolution of the Company, the provision of this Article may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction carried out in contravention of this Article may be rectified.

**Article 102 – Inclusion of Directors in quorum and relaxation of restrictions on voting by Directors**

A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the Directors resolve to enter into or make any arrangement with him or on his behalf pursuant to Article 82 of these Articles or whereat the terms of any such appointment or arrangement as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangement with himself or the fixing of the terms thereof.

**Article 109 – Borrowings powers**

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any party which is related to the Company (but subject always to the provisions of the Act) but not of any unrelated third party.

**13. GENERAL INFORMATION (Cont'd)****Article 110 – Register of mortgage to be kept**

The Directors shall cause a proper register to be kept in accordance with Section 115 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirement of Section 108 of the Act in regard to the registration of mortgages and charges therein specified and otherwise.

**Article 111 – Indemnity to be given by company to Director**

If the Directors or any of them, or any other persons shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

**(iv) Changes in the Share Capital and Variation of Class Rights**

The provisions in the Company's Articles of Association as to changes in capital or variation of class rights, which are stringent as those provided in the Act, are as follows :-

**Article 6 – How special rights of shares may be varied**

Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be varied or abrogated, if agreed to by the holders of three-fourth (3/4) of such shares at a general meeting called for the purpose. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company, or to the proceedings thereat, shall mutatis mutandis apply, except that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third (1/3) of the nominal amount of the issued shares of the class. Provided that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing of holders of not less than three-fourth (3/4) of the nominal amount of the issued shares of such class if obtained within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

**Article 7 – Creation or issue of further shares with special rights**

The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects pari passu therewith but in no respect in priority thereto.

**Article 8 – Repayment of preference capital**

The repayment of preference capital other than redeemable preference capital or any other alteration of preference shareholders' rights shall only be made pursuant to a special resolution of the preference shareholders concerned, provided always that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourth (3/4) of the preference capital concerned within two (2) months of the meeting shall be as valid and effectual as a special resolution carried at the meeting.

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**13. GENERAL INFORMATION (Cont'd)**

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**Article 9 – Power to increase capital**

The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

**Article 10 – Rights and liabilities attached to new shares**

All new shares shall be subject to the provisions of these Articles with reference to allotments, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

**Article 11**

The Company may by ordinary resolution:-

**Power to consolidate shares**

- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

**Power to cancel shares**

- (b) Cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled;

**Power to sub-divide shares**

- (c) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act) and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such subdivision, one or more of the shares may have only such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.

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**13. STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**

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**13.3 Directors and Substantial Shareholders**

- (i) The names, addresses and occupations of the Directors are set out in the Corporate Information Section of this Prospectus.
- (ii) A Director is not required to hold any qualification Share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) There are no existing or proposed service contracts (other than employment contracts) between the Directors and the Company or its subsidiary companies.
- (iv) No Director, senior executive officer or person nominated to become a Director or senior executive officer is or was involved in the following events:-
  - (a) a petition under any bankruptcy laws filed against such person or any partnership in which he was or is a partner or any corporation of which he was or is an executive officer;
  - (b) a conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
  - (c) the subject of any order, judgement or ruling of any court, tribunal or governmental body of competent jurisdiction permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, Director or employee of a financial institution or engaging in any type of business practice or activity.
- (v) For the financial years ended 31 December 2001 and 31 December 2002, the remuneration paid to the Directors of VVB for services rendered in all capacities in the Company and its subsidiaries amounted to RM212,150 and RM278,950 respectively.
- (vi) Other than salary and employment related benefits payable to Directors as set out in Section 6 of this Prospectus, no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given.
- (vii) None of the Directors or Substantial Shareholders of the Company has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiary companies and which is not quoted on recognised stock exchange.



**13. STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**

- (viii) According to the Register of Substantial Shareholders of VVB as at 25 September 2003 (being the last practicable date prior to the printing of the Prospectus), the Substantial Shareholders of VVB and their respective direct and indirect interest in the Shares of the Company before and after the Public Issue, Offer For Sale, Placement Of ICULS and full conversion of the ICULS are as follows:

Substantial Shareholder	No. of Shares held before Public Issue, Offer For Sale and Placement Of ICULS				No. of Shares held after Public Issue, Offer For Sale, Placement Of ICULS and before full conversion of ICULS				No. of Shares held after Public Issue, Offer For Sale, Placement Of ICULS and after full conversion of ICULS			
	Direct No. of Shares ('000)	%	Indirect No. of Shares ('000)	%	Direct No. of Shares ('000)	%	Indirect No. of Shares ('000)	%	Direct No. of Shares ('000)	%	Indirect No. of Shares ('000)	%
Dato' Lim Sin Khong	21,629	31.7	-	-	19,229 <sup>^</sup>	24.6	-	-	19,229 <sup>^</sup>	19.7	-	-
Ong Thuan Ming	18,000	26.4	-	-	15,500 <sup>^</sup>	19.8	-	-	15,500 <sup>^</sup>	15.9	-	-
Cheah Suan Lee	12,000	17.6	-	-	10,000	12.8	-	-	10,000	10.3	-	-
Datuk Sari bin Suhut	8,371	12.3	-	-	7,471 <sup>#^</sup>	9.6	-	-	7,471 <sup>#^</sup>	7.7	-	-
Danaharta Companies @	4,836	7.1	-	-	4,836	6.2	-	-	16,058	16.5	-	-

# 6,971,300 Shares held by Datuk Sari bin Suhut will be transferred to Nova Seni Sdn Bhd, an investment holding company prior to Listing. Please refer to Section 6.2.2 for further information on Nova Seni Sdn Bhd.

<sup>^</sup> Assuming full subscription of Shares by Directors of VVB made available to them via the Public Issue.

@ Pursuant to the Restructuring Scheme, Danaharta and its subsidiary, Danaharta Urus Sdn Bhd collectively referred to as "Danaharta Companies" received 4,385,972 Shares and 11,222,000 ICULS in VVB. Collectively, the two (2) shareholders are deemed Substantial Shareholders of VVB.

- (ix) Based on the Register of Directors' shareholdings as at 25 September 2003 (being the last practicable date prior to the printing of this Prospectus), the Directors and their respective direct and indirect interests in the Shares of the Company before and after the Public Issue, Offer For Sale, Placement Of ICULS and full conversion of the ICULS are as follows:-

Director	No. of Shares held before Public Issue, Offer For Sale and Placement Of ICULS				No. of Shares held after Public Issue, Offer For Sale, Placement Of ICULS and before full conversion of ICULS				No. of Shares held after Public Issue, Offer For Sale, Placement Of ICULS and after full conversion of ICULS			
	Direct No. of Shares ('000)	%	Indirect No. of Shares ('000)	%	Direct No. of Shares ('000)	%	Indirect No. of Shares ('000)	%	Direct No. of Shares ('000)	%	Indirect No. of Shares ('000)	%
Dato' Lim Sin Khong	21,629	31.7	-	-	19,229 <sup>^</sup>	24.6	-	-	19,229 <sup>^</sup>	19.7	-	-
Ong Thuan Ming	18,000	26.4	-	-	15,500 <sup>^</sup>	19.8	-	-	15,500 <sup>^</sup>	15.9	-	-
Datuk Sari bin Suhut	8,371	12.3	-	-	7,471 <sup>#^</sup>	9.6	-	-	7,471 <sup>#^</sup>	7.7	-	-
Teoh Chong Lim	-	-	-	-	300 <sup>^</sup>	0.4	-	-	300 <sup>^</sup>	0.3	-	-
Dato' Abdul Aziz bin Haji Mohd Noh	-	-	-	-	100 <sup>^</sup>	0.1	-	-	100 <sup>^</sup>	0.1	-	-
Wan Kamarudin bin Wan Hassan	-	-	-	-	100 <sup>^</sup>	0.1	-	-	100 <sup>^</sup>	0.1	-	-

# 6,971,300 Shares held by Datuk Sari bin Suhut will be transferred to Nova Seni Sdn Bhd, an investment holding company prior to Listing.

<sup>^</sup> Assuming full subscription of Shares by Directors of VVB made available to them via the Public Issue.

**13. STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**

- (x) Save as disclosed below, none of the Directors or experts has any interest, direct or indirect, in the promotion of or in any assets which have, within the two (2) years immediately preceding the date of this Prospectus, been acquired or proposed to be acquired or disposed or proposed to be disposed of or leased or proposed to be leased to the Company or its subsidiaries or any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Company and its subsidiaries taken as a whole :-
- a) Acquisition of VTH of the entire issued and paid-up share capital of VTH comprising 100,000 Shares for a purchase consideration of RM205,000 satisfied by the issuance of Two Hundred and Five Thousand (205,000) new VVB Shares at an issue price of RM1.00 per VVB Share; and
  - b) Acquisition of VTI of the entire issued and paid-up share capital of VTI comprising 15,000,000 Shares for a purchase consideration of RM59,795,000 satisfied by the issuance of 59,795,000 new VVB Shares at an issue price of RM1.00 per VVB Share.

The interests of the Directors and Substantial Shareholders of the Company in the aforesaid transactions are as follows:-

Name	Nature of Interest
Dato' Lim Sin Khong	Director of VVB, VTH, VTI and VRC. He is the vendor of the Shares in VTH and VTI
Ong Thuan Ming	Director of VVB, VTH, VTI and VRC. He is the vendor of the Shares in VTH and VTI
Teoh Chong Lim	Director of VVB, VTH, VTI and VRC
Datuk Sari bin Suhut	Director of VVB, VTH, VTI and VRC. He is the vendor of the Shares in VTI
Cheah Suan Lee	He is vendor of the Shares in VTH and VTI

**13.4 Material Contracts**

Save as disclosed hereunder, there are no contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by the Company and its subsidiaries within the two (2) years immediately preceding the date of this Prospectus:-

- (i) A Definitive Agreement dated 28 August 2002 made between Pencorp, the Vendors Of Vintage Group, the late Mr Ong Guan Hooi and VVB, pursuant to which the parties have agreed to participate in the Restructuring Scheme, subject to and upon the terms and conditions as contained in the said agreement;
- (ii) Sale and Purchase Agreement dated 8 March 2002 made between Amcor Fibre Packaging (Malaysia) Sdn Bhd ("Vendor") and VTI ("Purchaser") pursuant to which the Vendor has agreed to sell to the Purchaser all that piece of land held under HS (D) 43658, No. PT 633, Mukim of Sentul, District of Seremban, State of Negeri Sembilan, measuring approximately 3.24 hectares in area comprising of a piece of vacant industrial land together with a building erected thereon for a total cash consideration of RM2,850,000;

### 13. STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (iii) Sale and Purchase Agreement dated 30 May 2003 in relation to the acquisition by VVB from Dato' Lim Sin Khong, Ong Thuan Ming, Datuk Sari bin Suhut and Cheah Suan Lee of the entire equity interest in VTI comprising 15,000,000 Shares for a purchase consideration of RM59,975,000 to be satisfied by way of issuance of 59,975,000 new Shares in VVB at an issue price of RM1.00 per new Shares in VVB credited as fully paid-up;
- (iv) Sale and Purchase Agreement dated 30 May 2003 in relation to the acquisition by VVB from Dato' Lim Sin Khong, Ong Thuan Ming and Cheah Suan Lee of the entire equity interest in VTH comprising 100,000 Shares for a purchase consideration of RM205,000 to be satisfied by way of issuance of 205,000 new Shares in VVB at an issue price of RM1.00 per new Share in VVB credited as fully paid-up;
- (v) Facility Agent Agreement dated 11 August 2003 made between VVB and AmMerchant Bank, pursuant to which VVB has agreed to appoint AmMerchant Bank as the Facility Agent in relation to the ICULS at the agreed remuneration of RM10,000 per annum over the entire tenure of the ICULS, subject to and upon the terms and conditions as set out therein; and
- (vi) Trust Deed dated 11 August 2003 made between VVB and AmTrustee Berhad, pursuant to which VVB has agreed to appoint AmTrustee Berhad as the Trustee in relation to the ICULS, subject to and upon the terms and conditions as set out therein.

The material contracts pertaining to Pencorp Group will not be assumed by VVB after the Share Swap as Pencorp will be disposed of prior to Listing.

#### 13.5 Public Takeovers

During the last financial year and the current financial year, there were:-

- (i) No public take-over offers by third parties in respect of the Company and its subsidiaries' Shares.
- (ii) No public take-over offers by the VVB Group in respect of other companies' shares.

#### 13.6 Material Litigation

Neither VVB nor any of its subsidiaries (excluding Pencorp Group) is engaged in any material litigation, either as plaintiff or defendant and the Directors do not have any knowledge of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the financial position or the business of the Company or any of its subsidiaries.

The material litigation pertaining to Pencorp Group will not be assumed by VVB after the Share Swap as Pencorp will be disposed of upon prior to the Listing.

**13. STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)****13.7 General Information**

- (i) The nature of the Group's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Act are disclosed in Section 4 of this Prospectus.
- (ii) The time of the opening of the Application Lists is set out in Section 14.1 of this Prospectus.
- (iii) The amount payable in full on application is RM1.00 per Share or per nominal value of ICULS.
- (iv)
  - (1) Brokerage for the 5,900,000 Public Issue Shares will be payable by the Company at the rate of 1% of the issue price of RM1.00 per Share in respect of successful applications which bear the stamp of AmMerchant Bank, member companies of the KLSE, members of the Association of Merchant Banks in Malaysia or MIH;
  - (2) A management fee is payable by the Company/Offerors to the Placement Agent in respect of all the Shares/ICULS to be issued/offered via placement. A placement fee is payable by the Company/Offerors to the Placement Agent in respect of all the Shares/ICULS successfully placed out by the Placement Agent; and
  - (3) Expenses incidental to the listing of and quotation of the entire issued and paid-up share capital and ICULS in the Company on the KLSE amounting to approximately RM2,000,000 will be borne by the Company. The Offerors shall bear stamp duty, brokerage, registration and transfer fees relating to the Offer Shares.
- (v) Save as disclosed in paragraph (iv), no commission, discounts, brokerages or other special terms have been paid, granted or are payable by the Company or its subsidiaries within the two (2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares or debentures of the Company or its subsidiaries or in connection with the issue or sale of any capital of the Company or any of its subsidiaries, and no Director, proposed Director, promoter or expert is or are entitled to receive any such payment.
- (vi) No amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any promoter.
- (vii) The VVB Group has not established a place of business outside Malaysia.
- (viii) Except as disclosed in Sections 3 and 10 of this Prospectus, the Directors are not aware of any material information including trading factors or risks not mentioned elsewhere in this Prospectus which are unlikely to be known or anticipated by the general public and which would materially affect the profits of the Group.

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**13. STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**


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- (ix) Except as disclosed in Sections 1.9, 10.4 and 12 of this Prospectus, the financial conditions and operations of the Group are not affected by any of the following:-
- (a) Known trends or known demands, commitments, events or uncertainties that will result in or are reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
  - (b) Material commitments for capital expenditure;
  - (c) Unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from operations; and
  - (d) Known trends or uncertainties that have had or will have a material favourable or unfavourable impact on revenues or operating income.

As far as the Directors are aware and except as disclosed in this Prospectus, the Group is not vulnerable to any specific factors or events of a particular nature other than those normal commercial risks experienced during the course of business.

- (x) Save as disclosed Sections 2.1 and 2.3 of this Prospectus, the Company and its subsidiaries do not have any convertible debt securities.
- (xi) The name and address of the Auditors and Reporting Accountants of the Company are as set out in Corporate Information Section of this Prospectus.
- (xii) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 14 of this Prospectus.

**13.8 Consents**

- (i) The written consents of the Adviser, Solicitors, Principal Bankers, Company Secretary, Registrar, Placement Agent and Issuing House to the inclusion in this Prospectus of their names in the form and context in which their names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditor and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letters relating to the Profit Forecast for the financial year ending 31 December 2003 and Pro forma Consolidated Balance Sheets as at 31 May 2003 in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

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**13. STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**

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**13.9 Documents For Inspection**

Copies of the following documents may be inspected at the registered office of the Company during office hours for a period of twelve (12) months from the date of the Prospectus:-

- (i) Memorandum and Articles of Association of VVB and its subsidiary companies;
- (ii) The Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the Profit Forecast for the financial year ending 31 December 2003 and Pro forma Consolidated Balance Sheets as at 31 May 2003 as included herein;
- (iv) The material contracts referred to in Section 13.4 of this Prospectus;
- (v) The letters of consent referred to in Section 13.8 of this Prospectus;
- (vi) The audited accounts of VTI for the past five (5) financial years ended 31 December 2002 and the five (5) months ended 31 May 2003;
- (vii) The audited accounts of VTH for the past three (3) financial period/years ended 31 December 2002 and the five (5) months ended 31 May 2003;
- (viii) The audited accounts of VRC for the past three (3) financial period/years ended 31 December 2002 and the five (5) months ended 31 May 2003; and
- (ix) Trust Deed constituting the ICULS dated 11 August 2003.

**13.10 Responsibility Statements**

- (i) AmMerchant Bank acknowledges that based on all available information, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Public Issue, Offer For Sale and Placement Of ICULS, and is satisfied that the consolidated profit forecast for the financial year ending 31 December 2003 (for which the Directors are solely responsible), prepared for inclusion in the Prospectus have been stated by the Directors after due and careful inquiry and reviewed by the Reporting Accountants.
- (ii) This Prospectus has been seen and approved by the Directors, Promoters of the Company and the Offerors and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no other material facts the omission of which would make any statement herein misleading. The Directors hereby accept full responsibility for the profit forecast included in this Prospectus and confirm that the profit forecast has been prepared based on the assumptions made.